FREE APP ANALYTICS LICENSE AND SERVICES AGREEMENT

Your use of the Platform is governed by this License and Service Agreement ("*Agreement*"). This Agreement serves as the contractual agreement between you ("Company") and Kochava Inc., a Delaware corporation ("*Free App Analytics*" or "*FAA*"). This Agreement is effective as of the date Company activates its account ("*Effective Date*"). FAA and Company may be referred to herein collectively as the "*Parties*" and individually as a "*Party*."

By signing this Agreement, electronically or otherwise, or by accessing or using the Platform, Company agrees to be bound by this Agreement and all terms and conditions incorporated by reference. If you do not agree to the following terms and conditions, do not access or use the Platform.

TABLE OF CONTENTS

BACKGROUND

FAA provides mobile advertising measurement analytics and attribution services to marketers through its proprietary online software platform, available at FreeAppAnalytics.com. The FAA marketer integrates a single SDK into its app, website, or connected device, which enables the FAA platform to process certain electronic data relating to the installation and use of marketer's app or website. The FAA SDK allows marketer to leverage thousands of ad publisher and network partners integrated with FAA across the globe. Marketer customizes the platform through a user interface to configure attribution and analytics, determine exactly which data it wants to capture, which analyses it wants to perform, and which reports it wants to run.

WHEREAS, in accordance with the terms and conditions of this Agreement, Company desires to grant a license to FAA to use Company Data, as defined hereunder, and FAA desires to perform mobile advertising measurement analytics and attribution services for Company.

WHEREAS, in accordance with the terms and conditions of this Agreement, FAA desires to grant a limited license to Company to access and use the Platform and Company desires to acquire analytics and attribution services via the Platform.

WHEREAS, FAA provides the Platform to Company at no cost, and Company, in consideration, provides a perpetual, irrevocable, worldwide, transferable license to its data to FAA at no cost.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, and for other good and valuable consideration, the Parties hereby agree as follows:

1.0 SCOPE OF SERVICES

1.1   SERVICES. FAA hereby grants a limited, non-exclusive, non-transferable, revocable license to Company and its Affiliates during the Term (defined in Section 5.1) to access and use the Platform, subject to the limitations of this Agreement. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Company. "Platform" means, collectively, the Site and SDKs. "Site" means the web-based platform available at FreeAppAnalytics.com through which FAA renders attribution, analytics, and related modeling and reporting services, and the content thereon. "SDKs" means software development kits. FAA shall make available and license to Company all application program interfaces ("*API*") necessary for Company to fully exercise the rights and licenses granted hereunder.

1.2   ACCOUNT REGISTRATION. Company must create a user account to access and use the Platform ("*User Account*"). The online registration process requires Company to create a username and password. Company is solely responsible for all activities occurring under its User Account and for maintaining the confidentiality and security of its username and password.

1.3   MODIFICATION OF PLATFORM. FAA makes continuous improvements to the Platform and will notify Company in the event of any material modification. FAA reserves all rights to modify the Platform in its sole discretion.

1.4   SERVICE LEVELS.   Refer to *https://www.kochava.com/support-privacy/#SLS* for the Kochava service level standards. Company may receive support by contacting *support@FreeAppAnalytics.com*.

1.5   PROHIBITED ACTIVITIES. Company shall not: (i) download, duplicate, rent, loan, sell, distribute, or create derivative works based on the Platform or the Marks; (ii) use the Platform for any purpose not contemplated and intended by this Agreement; (iii) gain, or attempt to gain, access to the Platform, networks, or systems through which FAA provides the Platform by any means other than the interface or API provided to Company by FAA; (iv) license, sublicense, resell, transfer, or assign to a Third Party any right to use or access the Platform; (v) operate as a service bureau or otherwise use the Platform on behalf of, or for the benefit of, a Third Party; (vi) access, decompile, reverse engineer, or attempt to access, decompile, or reverse engineer the software or technology by which FAA provides the Platform; (vii) use the Platform to create or modify a competitive product or service; (viii) create internet "links" to the Site without prior express written permission from FAA; (ix) frame or mirror the Platform on any server or wireless or Internet-based device without prior express written permission from FAA; (x) modify, reroute, or attempt to modify or reroute, the Platform; (xi) use the Platform in any manner that could damage, disable, overburden, or impair the Platform, regardless of foreseeability; (xii) interfere with any other party's use or enjoyment of the Platform; (xiii) use the Platform for an illegal purpose or activity; (xiv) host, upload, transmit, engage in behavior, or otherwise use the Platform in a manner that is harassing, infringing, libelous, invasive of another's privacy, harmful, threatening, fraudulent, deceptive, obscene, otherwise unlawful or tortious, or that may give rise to civil liability, including, but not limited to sending, transmitting, or using the Platform in a manner associated with any unsolicited bulk messages or unsolicited commercial messages; (xv) instrument the Platform to capture, handle, or otherwise process Personally Identifiable Information; (xvi) remove, deface, or obscure any copyright, trademark, or other proprietary notices on, in, or associated with the Platform, which belong to FAA or any of its providers, suppliers, or licensors; (xvii) permit a Third Party to engage in any of the above prohibited activities; or (xviii) send FAA material containing malicious code, which may include without limitation, a virus, worm, time bomb, Trojan horse or other harmful code, file, script, agent, or program.

1.6   RESERVATION OF RIGHTS.   FAA reserves the right to refuse Company access to the Platform or terminate this Agreement if FAA reasonably determines Company engaged in any of the activities described in SECTION 1.5 (PROHIBITED ACTIVITIES).

2.0 OWNERSHIP

2.1   PLATFORM & FAA MARKS.   FAA is the sole and exclusive owner of the Platform. FAA owns or licenses the FAA Marks. "FAA Marks" means trademarks, trade names, domain names, logos, and related intellectual property. The Platform and FAA Marks are protected by applicable intellectual property and other laws. FAA reserves all rights, title, and interest in the Platform, the FAA Marks, and all intellectual property rights not expressly granted under this Agreement.

2.2   COMPANY MARKS & COMPANY DATA. Company is the sole and exclusive owner of all Company-owned or licensed trademarks, trade names, domains names, and logos ("*Company Marks*"). Company is the sole and exclusive owner of all electronic information and data processed by the Platform via SDKs on behalf of and relating to Company ("*Company Data*"). FAA explicitly disclaims any ownership in Company Marks and Company Data. Company reserves all rights, title, and interest in all Company Marks, Company Data, and all intellectual property rights not expressly granted under this Agreement.

2.3   COMPANY DATA LICENSE.   FAA has no rights in or to any Company Data not expressly authorized under this Agreement. Company hereby grants FAA a perpetual, irrevocable, worldwide, transferable unrestricted license to: (i) collect, process, store, use, modify, create derivative works from, license, transfer, offer, and sell Company Data; and (ii) enhance or augment Company Data with other data obtained by FAA from third parties.

2.4   COMPANY DATA PROCESSING.   In order to utilize the Platform, Company must integrate the SDK. Company configures the SDK upon integration to collect only that data which Company intends Kochava to process. As a result, Company acknowledges and agrees that it, not FAA, determines the composition of Company Data which FAA processes.

2.5   THIRD-PARTY TRANSFER.   If Company instructs the Platform to transfer Company Data to a third party (i.e. sending postbacks to a network), then Company acknowledges and agrees all third party use thereof is solely governed by the contractual obligations between third party and Company. FAA disclaims all liability for third-party use of Company Data.

3.0 CONFIDENTIAL INFORMATION

3.1   CONFIDENTIAL INFORMATION. Confidential Information means any nonpublic information or material pertaining to a Party's business, whether or not marked "proprietary" or "confidential."   Confidential Information includes, without limitation, the Platform, this Agreement and its terms, all business processes and technical information, and all other information the receiving Party should reasonably understand to be confidential.

3.2   OWNERSHIP. All Confidential Information is, and remains, property of the disclosing Party. Unless expressly granted herein, no license or rights to the disclosing Party's Confidential Information is granted or implied hereunder.

3.3   DISCLOSURE. The Parties shall only use or disclose Confidential Information on a need-to-know basis for the limited purposes of performing their obligations under this Agreement, using the Platform, or exercising their rights granted hereunder. If either Party engages the services of a third party relating to such performance, use, or rights, then the Party shall

require the third party to be bound by a non-disclosure agreement of equal or greater force than that required of the Parties under this Agreement. The Parties may disclose Confidential Information in response to a judicial or governmental requirement or order, provided that (i) the receiving Party has given the disclosing Party reasonable prior notice, (ii) the receiving Party reasonably cooperates with the disclosing Party so it may object or seek a protective order or other appropriate remedy, and (iii) the receiving Party in any event discloses only that portion of the Confidential Information that it is legally required to disclose.

      3.4   NON-CONFIDENTIAL INFORMATION. For purposes of this Agreement, Confidential Information does not include: (i) Company Data or information derived therefrom; (ii) information that enters the public domain (other than as a result of a breach of this Agreement); (iii) information that was in the receiving Party's possession prior to its receipt from the disclosing Party; (iv) information that is independently developed by or on behalf of the receiving Party without the use of or reference to the disclosing Party's Confidential Information; or (v) information that is obtained by the receiving Party from a Third Party under no obligation of confidentiality to the disclosing Party. The confidentiality obligations set forth in this Section 3.0 continue for two years following termination or expiration of this Agreement.

      3.5   INJUNCTIVE RELIEF. Company acknowledges that disclosure of any Confidential Information by it or its employees or subcontractors will give rise to irreparable injury to FAA or the owner of such information, and cannot be adequately compensated by damages. Accordingly, FAA will be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this SECTION 3.0, in addition to any other legal remedies which may be available.

4.0 PRIVACY

      4.1   PERSONALLY IDENTIFIABLE INFORMATION. The Platform is not intended to collect or handle information that can be used to contact or identify an individual person ("*PII*"). For purposes of this Agreement, the Parties do not include IP address or mobile advertising identifiers ("*MAID*") in their definition of PII.

      4.2   PRIVACY POLICY. FAA's publicly accessible privacy policy (*www.FreeAppAnalytics.com/privacy/*) is incorporated into and made part of this Agreement. FAA will comply with its privacy policy and all applicable privacy and data protection regulations and laws. FAA acknowledges that it is under a continuing obligation to modify and update its privacy practices with respect to the treatment of Company Data.

      4.3   DATA PROCESSING POLICY. FAA's publicly accessible data processing policy (*www.kochava.com/data-processing-policy/)* is incorporated into and made part of this Agreement.

      4.4   GDPR. In accordance with the General Data Protection Regulation (EU) 2016/679 ("*GDPR*"), and for purposes of this Agreement, Company is the "Data Controller" and FAA is the "Data Processor." FAA will abide by the Data Processor requirements under GDPR. Company shall abide by the Data Controller requirements under GDPR. FAA is a certified participant in the EU-U.S. Privacy Shield and will adhere to its framework and principles.

      4.5   COMPANY PRIVACY. Company shall at all times maintain a prominently displayed, public-facing privacy policy on all of its websites and mobile apps. Company shall at all times comply with its privacy policy. Company's privacy policy must provide legally sufficient notice and disclosures to users of Company's websites and apps ("End User(s)") regarding Company's use of End User data. Where applicable, Company shall obtain End User consent to: (a) collect, use, disclose, and transfer End User data to third parties; (b) collect End User data through FAA SDKs; (c) collect precise geographic location data; and (d) use End User data for interest-based advertising, analytics, and market research. Further, Company's privacy policy and disclosures must provide a description of how its End Users may: (i) employ device settings to opt out of geographic location data gathering (i.e., through app settings); and (ii) limit ad tracking or otherwise opt out of interest-based advertising and related analytics. Further, Company's privacy policy and disclosures must describe: (1) the type and categories of End User data which Company collects; (2) the method in which Company collects End User data; (3) how Company uses End User data; (4) how Company sells and transfers End User data; (5) Company's legal basis for processing End User data; (6) how long Company retains End User data; (7) the sensitive data (as defined by the Digital Advertising Alliance) Company collects (if any); (8) Company's physical, electronic, and administrative safeguards for handling End User data; (9) Company's policies regarding a data security breach; (10) how End Users may access their data; (11) how End Users may correct the data obtained by Company; (12) Company's enforcement measures of its privacy policies and disclosures; and (13) how End Users may learn of or be notified of changes to Company's privacy policies and disclosures. Company shall adhere to all of the self-regulatory standards set forth by the Digital Advertising Alliance, Interactive Advertising Bureau, National Advertising Initiative, and European Interactive Digital Advertising Alliance.

5.0 TERM & TERMINATION

      5.1   TERM. This Agreement begins on the Effective Date and continues in effect on a month-to-month basis thereafter ("*Term*"). Either Party may terminate this Agreement without cause during the Term with thirty days' written notice to the non-terminating Party. If Company provides notice of termination pursuant to this SECTION 5.1, FAA shall continue to provide Company with access to and use of the Platform until termination is effective.

5.2	SDK REMOVAL. Immediately upon termination, Company shall remove the SDK from all of its applications. Upon termination, FAA will return or destroy Company Materials in accordance with SECTION 2.2 (COMPANY MARKS & COMPANY DATA).

5.3	SURVIVAL. The definitions contained herein and SECTIONS 2.0, 3.0, 4.0, 5.2, 5.3, 7.0, 8.0, 9.0, and 10.0, survive the termination of this Agreement.

6.0 INFORMATION SECURITY

6.1	INFORMATION SECURITY. FAA is ISO 27001-certified. A qualified third party audits FAA against the ISO/IEC 27001:2013, which encompasses security practices throughout all levels of the organization. Refer to *www.kochava.com/support-privacy/#ISS* for further information.

7.0 REPRESENTATIONS; WARRANTIES; DISCLAIMER

7.1	FAA REPRESENTATIONS. FAA represents that: (i) it has the authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted in this Agreement to Company; (ii) Company is not obligated to secure separate or independent licenses to any materials from any third party in connection with Company's use of the Platform; (iii) the Platform, and the use thereof, does not infringe, violate, or misappropriate any confidentiality obligation or intellectual property rights of any person or entity; and (iv) the Platform conforms in all material respects with the descriptions provided hereunder and those descriptions sufficiently describe the features and functionalities of the Platform.

7.2	FAA WARRANTIES. FAA warrants that: (i) it will process Company Data in conformance with applicable laws and privacy regulations; (ii) the Platform will operate and function on a 99.99% uptime basis in all material respects in conformance with its service level policy; and (iii) the Platform will not contain spyware, viruses, or any other malicious code.

7.3	COMPANY REPRESENTATIONS. Company represents that: (i) it has the authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights and licenses granted in this Agreement to FAA; (ii) it has provided legally sufficient notice to, and received legally sufficient consent from, its End Users to collect their data and transfer it to FAA for processing; (iii) Company adheres to the obligations set forth in Section 4.4 (GDPR) and Section 4.5 (COMPANY PRIVACY); (iv) it adheres to all applicable laws and privacy regulations; and (v) Company does not collect or derive data from properties which promote illegal gambling, pirated or counterfeit goods or services, pornography, hate speech, or any other activities or goods that are illegal where offered or sold ("Restricted Properties").

7.4	COMPANY WARRANTIES. Company warrants that it: (i) will limit its use of the Platform pursuant to SECTION 1.5 (PROHIBITED ACTIVITIES); (ii) it has provided legally sufficient notice to, and received legally sufficient consent from, its End Users to collect their data and transfer it to FAA for processing; (iii) it will continue to adhere to the obligations set forth in Section 4.4 (GDPR) and Section 4.5 (COMPANY PRIVACY) throughout the Term; (iv) it will continue to comply with all applicable laws and privacy regulations throughout the Term; (v) if any Company products or services target children, then it will not use the Platform to process any personally identifying information of children, as defined by, and pursuant to, the Children's Online Privacy Protection Act of 1998; (vi) if Company purchases media on Facebook in conjunction with the Platform, then it will comply with Facebook's terms of use and privacy policy; and (vii) it will not collect or derive data from Restricted Properties during the Term.

7.5	DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH PARTY HERETO DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

8.0 INDEMNIFICATION

8.1	INDEMNIFICATION. Company shall indemnify, defend at its own cost and expense, and hold harmless FAA and its respective officers, directors, shareholders, employees, and agents from and against any third party action, suit, demand, judgment, settlement, loss, cost, expense (including reasonable attorneys' fees and expenses), damage, liability, claim, or proceeding, whether fixed or contingent, and whether or not adjudicated (each an "*Action*"), on the condition that the Action arises out of or relates to (a) a breach or default of any Company representations, warranties, obligations, or covenants set forth in this Agreement, (b) a violation by Company of any applicable governmental, administrative, or judicial law, rule, or regulation, or (c) infringement, misappropriation, or other violation of any intellectual property rights in connection with Company Data. FAA shall, at Company's expense, provide Company with all reasonable assistance in defending against an Action.

9.0 LIMITATION OF LIABILITY

9.1	NO GUARANTEE. FAA does not guarantee: (i) any particular outcome as a result of the use of the Platform; (ii) the Platform will meet all expectations of Company; or (iii) the Platform will be entirely error-free.

9.2   LIMITATIONS. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 9.0 (INDEMNIFICATION) AND LIABILITY AND DAMAGES ARISING OUT OF INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, NO PARTY HERETO IS LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES.

9.3   AGGREGATE LIABILITY LIMITATION. If the limitations and exclusions specified in SECTION 9.2 (LIMITATIONS) are unenforceable, then a Party's aggregate liability to the other Party will not exceed $10,000.

10.0 GENERAL

10.1   GOVERNING LAW. To the fullest extent permitted by law, this Agreement is governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law principles or provisions.

10.2   DISPUTE RESOLUTION. Any dispute, controversy, or claim arising from, or in connection with, this Agreement shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Arbitration shall be conducted in Spokane, Washington. The arbitration shall be finally determined by one arbitrator and judgment on the award rendered may be entered in any court having jurisdiction thereof. Without limiting the foregoing, in the event of a breach of this Agreement by Company, FAA may seek injunctive relief or a temporary restraining order in any court of competent jurisdiction without first resorting to arbitration if FAA deems in good faith that such a remedy is necessary. COMPANY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL.

10.3   DISPUTE LIMITATION. Any claim arising out of or relating to this Agreement or the use of the Platform within one year after the event giving rise to it, or the claim is forever barred.

10.4   SEVERABILITY. If a court of competent jurisdiction or an arbitrator holds or deems any provision of this Agreement to be invalid or unenforceable, then that provision is deemed to have been deleted from this Agreement, while the remaining provisions of this Agreement remain in full force according to its terms.

10.5   RELATIONSHIP BETWEEN THE PARTIES. The Parties acknowledge and agree that their employees, agents, and contractors, are independent contractors, rather than agents or employees of the other Party. Nothing herein creates an employment, joint venture, agency, or partnership relationship between the Parties.

10.6   NON-SOLICITATION. Company acknowledges that it is reasonable to refrain from soliciting for employment any employee of Kochava during the Term and for a period of one year thereafter; therefore, it agrees to not solicit any employee of Kochava during such time.

10.7   PUBLICITY. For the limited purpose of promoting the Platform, Company hereby provides its consent to Kochava to publish a case study regarding Company's use of the Platform, use Company's name and logo, and use Company's feedback regarding its use of the Platform.

10.8   ASSIGNMENT. Company is prohibited from assigning this Agreement, in whole or in part, without the prior written consent of FAA. Any attempt to assign this Agreement without prior written consent from FAA is void. A sale or transfer of a majority of Company assets, capital stock (if a corporation), partnership interests (if a partnership), or membership interests (if a limited liability company), or a merger or consolidation, in any case resulting in the transfer of voting control is deemed an assignment of this Agreement requiring the prior consent of FAA.

10.9   MODIFICATION OF AGREEMENT & WAIVER. From time to time, Kochava may modify this Agreement by posting any such modifications at the following URL: https://www.freeappanalytics.com/license-services-agreement/. Notwithstanding Section 10.12, the Parties acknowledge and agree that posting changes at this URL satisfies the requirement, if any, to provide notice to Company. Company may not modify this Agreement without the prior written consent of FAA. Any modification by Company without prior written consent from FAA is void. No failure or delay by a Party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power, or remedy. A waiver of one provision is not a waiver of any other provision. A waiver does not operate as a waiver of any future event.

10.10   HEADINGS; INTEGRATION; COUNTERPARTS. The section headings in this Agreement do not define or limit the scope of their associated provisions. This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous written or oral agreements, conditions, or understandings between the Parties. The terms and conditions of this Agreement supersede all conflicting terms or conditions included in any invoice or ordering document. This Agreement may be executed in counterparts, each of which is deemed an original, and both of which, when taken together, constitutes one and the same instrument.

10.11   FORCE MAJEURE. If a Party delays or fails to perform its obligations under this Agreement as a result of events beyond the Party's reasonable control, then the Party is not liable to the other Party for the delay or failure. Such events include, without limitation, acts of God, natural disasters, vandalism, strikes, national emergencies, terrorism, governmental acts, computer hacking, and internet, network, and telecommunications failure. Each Party will use reasonable efforts to mitigate the impact of a force majeure event impeding its performance hereunder.

10.12   NOTICES. Company shall deliver all required notices or communications under this Agreement to FAA at the physical or electronic address shown below. FAA shall deliver all required notices or communications under this Agreement to

Company at the electronic address provided by Company at the time it registers its account on the Site. Notices and communications are deemed delivered to the receiving Party on the date sent by the sending Party. For purposes of this Agreement, an electronic communication has the same force and effect as a signed, physical writing.

Notices to FAA:
Kochava Inc.
201 Church Street
Sandpoint, ID 83864
Attention: Doug Lieuallen
Email: dlieuallen@kochava.com

10.13   ADDITIONAL DEFINITIONS. For additional definitions relating to the Platform, refer to the glossary located at https://support.kochava.com/reference-information/glossary.

This Agreement was last updated November 2, 2018.